

Exhibit 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

MIGHTY GOOD SOLUTIONS, LLC)	
)	
Plaintiff,)	
)	
vs.)	Case No.: :22-CV-11153-DPH-KGA
)	
UNIVERSAL GP PRODUCTS, LLC)	JURY TRIAL DEMANDED
)	
Defendant.)	

AFFIDAVIT OF BEN RENDO

Ben Rendo, being of lawful age and duly sworn upon his oath, states:

1. I am over the age of 18 and competent to testify as to the matters set forth herein.
2. I am the Chief Executive Officer for Plaintiff Mighty Good Solutions, LLC (“Mighty Good Solutions”) and make this Affidavit in that capacity.
3. By reason of my employment with Mighty Good Solutions, I have personal knowledge of the negotiation and course of dealing between Mighty Good Solutions and Universal GP Products, LLC (“Universal”), business operations of Mighty Good Solutions, its methods for keeping its business records, and of the facts set forth herein, and state that the facts herein are true and correct to the best of my knowledge.
4. Mighty Good is a consumer-packaged goods company that specializes in manufacturing within the United States and producing, among other things, household goods.
5. Upon information and belief, Universal holds itself out as a retail and wholesale supplier of various goods.
6. In the Spring of 2020, Universal approached Mighty Good and informed Mighty Good that it would be able to supply Mighty Good with certain pumps required by Mighty Good with respect to bottles of hand sanitizer being produced by Mighty Good.



7. During its sales pitch to Mighty Good and the negotiation of their agreement, Universal made numerous false representations to Mighty Good (the “Misrepresentations”), including but not limited to the fact that it was ready and able to provide the specific types of pumps Plaintiff needed for its own products by June 5, 2020.

8. Universal represented that it had ready access to the specific type of pump that Might Good required.

9. Universal went on to represent that it had the ability to deliver the requested pumps within two weeks and that Universal could be Mighty Good’s exclusive supplier of the required pumps.

10. The Misrepresentations were false.

11. Mighty Good did not know that the Misrepresentations were false, nor did it have any reason to believe the Misrepresentations were false.

12. The Misrepresentations were material to Mighty Good’s decision to enter the Agreement.

13. Mighty Good had the right to rely on the Misrepresentations as true and did, in fact, rely on the truth of the Misrepresentations in deciding to enter into the Agreement. Its reliance was reasonable under the circumstances.

14. Based on these representations, Mighty Good ordered nearly 1.5 million of a specific type of pump – the “28-400” pump.

15. Universal accepted the order and represented and agreed that the 28-400 pumps ordered by Mighty Good would be delivered within two weeks.

16. Universal charged Mighty Good \$0.653 per pump and Mighty Good paid Universal the total sum of \$966,700.

17. The transactions with Universal were documented by purchase orders. The purchase orders are attached hereto as Exhibit A.

18. Although Universal promised to deliver the pumps within two weeks per the terms of the parties' agreement, Universal failed to do so.

19. Additionally, when Universal did deliver pumps, which was several weeks later, Universal delivered far fewer pumps than it had promised and the pumps were the wrong size.

20. Far from the nearly 1.5 million pumps ordered, Universal delivered only 845,000 pumps.

21. Further, the pumps Universal delivered were not the "28-400" pumps that were ordered. Instead, Universal delivered "28-410" pumps.

22. The fact that Universal delivered the wrong sized pumps was significant. The 28-410 pumps were not compatible with the bottles that Mighty Good was using for the hand sanitizer.

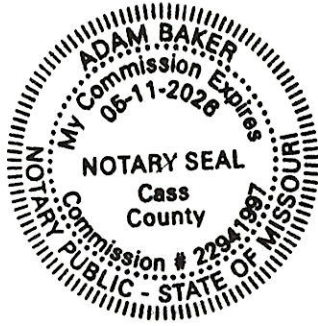
23. In order to use the incorrect pumps delivered by Universal and to get the pumps to fit securely, Mighty Good was forced to include an extra piece.

24. This created additional costs for Mighty Good and also delayed the production of the hand sanitizer.

25. Although Mighty Good has requested a refund for the pumps that were never delivered, Universal has refused to process the refund. Additionally, Universal has failed to arrange to retrieve the incorrect pumps that it delivered.

26. As a result of Universal's breaches and non—performance, Mighty Good has been damaged.

FURTHER AFFIANT SAYETH NAUGHT.





Ben Rendo
Chief Executive Officer
Mighty Good Solutions, LLC

Subscribed and sworn to before me this 3rd day of OCTOBER,
2022



NOTARY PUBLIC

My term expires: 11 MAY 2026

MightyGood.

Purchase Order

Date: May 22, 2020
 PO Reference #: 52201
 Customer ID: UNIVGP

Vendor Universal GP Products, LLC
 Jose Reyes
 854 Edgemont Park
 Grosse Pointe Park, MI 48230

Bill To:
 Mighty Good Solutio
 Attn: Ben Rendo
 616 E 63rd St, Ste 204
 Kansas City, MO 6411
 Ph: 816-668-0132

Conditions

Air freight - Must arrive by 6/5/2020 to the following facility:

Champion Brands

Attn: Matt Lowe

1001 Golden Dr

Clinton, MO 64735

Qty	Item #	Description	Job	Unit Price	Line Total
500,000	943561P	32 oz Pump	N/A	\$ 0.653	\$ 326,500.00
Less Deposit					\$ (50,000.00)
Total					\$ 276,500.00

Ben Rendo

5/22/20

Authorized by

Date

616 E 63rd St, Suite 204, KCMO 64110. Ph:816-668-0132 / Em: ben@mightygoodsolutions.com

EXHIBIT
A

MightyGood.

Purchase Order

Date: June 1, 2020

PO Reference #: 52202

Customer ID: UNIVGP

Vendor Universal GP Products, LLC
 Jose Reyes
 854 Edgemont Park
 Grosse Pointe Park, MI 48230

Bill To:
 Mighty Good Solutio
 Attn: Ben Rendo
 616 E 63rd St, Ste 204
 Kansas City, MO 6411
 Ph: 816-668-0132

Conditions

Air freight - Must arrive to the following facility:

Champion Brands

Attn: Matt Lowe

1001 Golden Dr

Clinton, MO 64735

Qty	Item #	Description	Job	Unit Price	Line Total
4,500,000		32 oz Pump - 28/400A	N/A	\$ 0.653	\$ 2,938,500.00
1,000,000		64 oz Pump - 38/400A	N/A	\$ 1.159	\$ 1,159,000.00
Total					\$ 4,097,500.00

Ben Rendo**6/1/20**

Authorized by

Date